

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 825-0-0666		PAGE OF PAGES 1 35	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NUMBER		3. AWARD/EFF. DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 40SBNB060105		6. SOLICITATION ISSUE DATE 06/14/2000
7. FOR SOLICITATION INFORMATION CALL -->		a. NAME Anne McFarlane		b. TELEPHONE NUMBER (No Collect Calls) (301) 975-4648		8. OFFER DUE DATE/LOCAL TIME 07/14/2000 3:00 PM	
9. ISSUED BY Nat'l Inst of Stds and Tech Acquisition and Assistance Divisio Building 301, Room B117 100 Bureau Dr., Stop 3572 Gaithersburg, MD 20899-3572		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 000 % FOR <input type="checkbox"/> SMALL BUSINESSES <input type="checkbox"/> SMALL DISADV.BUSINESSES 8(A) SIC: 5084 FSC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING NS 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Nat'l Inst of Stds and Tech Building 245, Room C06 100 Bureau Drive Gaithersburg, MD 20899-0001				CODE 0		16. ADMINISTERED BY Nat'l Inst of Stds and Tech Acquisition & Assist Div 100 Bureau Dr. Stop 3572 Gaithersburg, MD 20899-0001	
17a. CONTRACTOR/OFFEROR CODE				FACILITY CODE		18a. PAYMENT WILL BE MADE BY Nat'l Inst of Stds and Tech Accounts Payable Office 100 Bureau Drive Stop 3733 Gaithersburg, MD 20899	
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001		Universal Cylindrical Grinding Machine, including Installation and Training in accordance with the Specifications stated herein.		1	EA		
(Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA cc:8250808 obcl:3110						26. TOTAL AWARD AMOUNT (For Govt Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. 52.212-3 AND 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: .			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Pauline E. Mallgrave		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, ACCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		38. S/R ACCOUNT NUMBER	
				42a. RECEIVED BY (Print)		39. S/R VOUCHER NUMBER	
				42b. RECEIVED AT (Location)		40. PAID BY	
				42c. DATE REC'D(Y/M/DD)		42d. TOTAL CONTAINERS	

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ADDENDA

B.1. DELIVERY

Required delivery is within 120 Days after award. Delivery shall be FOB Destination, Gaithersburg, MD.

B.2 CONTACT

The Contracting Officer for this solicitation is:

Paul G. Cataldo
(301) 975-6332

For administrative information pertaining to this Contract, please contact:

NIST
Attn: Anne McFarlane, Contract Specialist
100 Bureau Drive, Stop 3572
Gaithersburg, MD 20899-3572
tel (301) 975-4648
fax (301) 963-7732
anne.mcfarlane@nist.gov

For technical information pertaining to this Contract, please contact:

NIST
Attn: Brian Scace
100 Bureau Drive, Stop 8250
Gaithersburg, MD 20899-8250
tel (301) 975-3479

CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 1998)

This clause is incorporated by reference, and may be accessed at the web site www.arnet.gov.

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS.

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

XXX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

XXX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

XXX (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XXX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

XXX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XXX (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

XXX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XXX (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___(16) 52.225-1, Buy American Act-Balance of Payments Program - Supplies (41 U.S.C. 10a - 10d).

___ (17)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

XXX (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___(19) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___(20) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

___(21) [Reserved]

XXX(22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

___(23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___(24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___(25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___(26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 Bargaining Agreement (CBA) (41U.S.C. 351 et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

D.1 TECHNICAL SPECIFICATIONS

UNIVERSAL CYLINDRICAL GRINDING MACHINE

1 GENERAL

1.1 SCOPE

This specification covers a “universal” (capable of external and internal grinding operations) cylindrical grinding machine, and other components as described. The machine will perform grinding operations to precision tolerances specified herein.

The Universal Grinding Machine shall be new and of the manufacturer’s current design which meets or exceeds the requirements of this specification. Exceptions to the specification shall be noted by item in the proposed vendor’s response to the RFP. The machine shall be an electrically powered, motor-driven, hydraulic machine. Major components, such as the machine bed, shall be manufactured of high quality cast iron. Movement of the primary axes of the machine shall be accomplished through application of high resolution AC digital drive motors and sufficiently sized linear guideways. The machine shall be equipped with a four nozzle coolant system with moveable nozzles. The machine shall be of a unitized design that allows for ease of installation or relocation and shall not require a special foundation. Total floor space requirement for the entire machine and any auxiliary components (including stop-to-stop displacement of components during operation) shall not exceed 130” wide by 80” deep by 72” high. The maximum dimensions for rigging the machine (per single piece before final assembly) into the final location are restricted by two doorways measuring 64” wide x 83” high. A 20,000 lb. capacity 10’X10’ footprint freight elevator is in the rigging path. Any required rigging apparatus such as floor skates, floor plates, and the like are not taken into account in the dimensions supplied. It is recommended that a site survey should be conducted by the offerer, as the supplier is responsible for the installation of any item accepted as contract solicited by this RFP.

1.2 CLASSIFICATION

This specification covers a universal grinding machine with a minimum axis travel of:

Z Axis-----	620mm
X Axis	
Slidlength-----	150mm
Handwheel Range-----	45mm

2 APPLICABLE DOCUMENTS

2.1 GOVERNMENT DOCUMENTS

2.1.1 SPECIFICATIONS AND STANDARDS

The following specifications and standards form a part of this specification to the extent specified herein.

FEDERAL STANDARDS

FED-STD-H28

“Screw Thread Standards for Federal Services”

FED-STS-376

“Preferred Metric Units for General Use by the Federal Government”

2.1.2 OTHER GOVERNMENT DOCUMENTS AND PUBLICATIONS

The following other government documents and publications form apart of this specification to the extent specified herein. Unless otherwise specified, the issues shall be those in effect on the date of the solicitation.

U.S DEPARTMENT OF LABOR

OSHA 2207

“General Industry, OSHA Safety and Health Standards (29 CFR 1910)”

(Applications for copies should be addressed to the Superintendent of Documents, Government Printing Office, Washington, DC 20402.)

(Copies of specifications, standards, and publications required by contractors in connection with specific acquisition functions should be obtained from the contracting activity or as directed by the contracting activity.)

2.1.3 OTHER PUBLICATIONS

The following documents, which are current on date of solicitation, from a part of this specification to the extent specified herein.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI/NFPA 79

“Metalworking Machine Tools and Plastics Machinery, Electrical Standards”

ANSI B5.1

“T-Slots, Their Bolts, Nuts and Tongues”

ANSI B11.8

“Drilling, Milling, and Boring Machines; Safety Requirements for the Construction, Care and Use”

(Application for copies should be addressed to the American National Standards Institute, ATTN: Sales Department, 1430 Broadway, New York, NY 10018.)

NATIONAL ELECTRIC MANUFACTURER’S ASSOCIATION (NEMA)

MG-1

“Motors and Generators”

(Application for copies should be addressed to the National Electrical Manufacturers Association, 155 East 44th Street, New York NY 10017.)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3951

“Standard Practice for Commercial Packaging”

(Application for copies should be addressed to the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA19103.)

AMERICAN GEAR MANUFACTURE’S ASSOCIATION (AGMA)

AGMA 360.02

“Manual For Machine tool Gearing”

AGMA 390.03

“Gear Classification Materials and Measuring Methods for Unassembled Gears”

(Application for copies should be addressed to the American Gear Manufacturer’s Association Standards Department, Suite 1000, 1901 North Fort Meyer Drive, Arlington, VA 22209-1695.)

INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO)

ISO 54

“Cylindrical Gears for General Engineering and for Heavy Engineering, Modules, and Diametrical Pitches ”

(Application for copies should be addressed to the International Organization for Standardization, c/o American National Standards Institute, ATTN: Sales Department, 1430 Broadway, New York, NY 10018.)

(Non-government standards and other publications are normally available from the organizations which prepare or distribute the documents. These documents also may be available in or through libraries or other information services.)

2.2 ORDER OF PRECEDENCE

In the event of conflict between the text of this specification and the reference cited herein (except for associated detail specifications or specification sheets), the text of this specification shall take precedence. Nothing in this specification, however, shall supersede applicable laws and regulations unless a specific exemption has been obtained. Conflicts between the text of this specification and the references cited shall be noted by item number on the proposed vendor’s response to the RFP.

3 REQUIREMENTS

3.1 DESIGN

The machine shall be new and one of the manufacture’s current models capable of precision internal and external cylindrical grinding in accordance with the requirements herein. The machine shall include all components, parts, and features necessary to meet the performance requirements specified herein. All parts subject to wear, breakage, or distortion shall be readily accessible for adjustment, replacement, and repair.

3.1.1 RECLAIMED MATERIAL

The machine may contain reclaimed materials provided such materials will not jeopardize the machine’s intended use and performance. The reclaimed materials shall have been reprocessed, remanufactured, or recycled in

a manner which will restore them to the same chemical composition and physical properties as the material specified for use on the machine.

3.1.2 ENERGY EFFICIENCY

The machine and its applicable components that directly consume energy in normal operation shall be designed and construction for the highest degree of energy efficiency as governed by the latest developments available within the industry.

3.1.3 CONTROLS

All operating controls shall be located convenient to operator at his normal workstation.

3.1.4 SAFETY AND HEALTH REQUIREMENTS

Construction of the machine shall be in accordance with ANSI B11.8. Covers, guards, or other safety devices shall be provided for all parts of the machine that present safety hazards. The safety devices shall not interfere with the operation of the machine. The safety devices shall prevent unintentional contact with the guarded part and shall be removable to facilitate inspection, maintenance, and repair of the parts. All machine parts, components, mechanisms, and assemblies furnished on the machine, whether or not specifically required herein, shall comply with all of the requirements of OSHA CFR 1910 that are applicable to the machine itself.

3.1.5 MERCURY RESTRICTION

The machine shall not contain mercury or mercury compounds nor is exposed to free mercury during manufacture.

3.1.6 ASBESTOS RESTRICTION

Asbestos and materials containing asbestos shall not be used on or in the machine.

3.1.7 ENVIRONMENTAL PROTECTION

The machine shall be so designed and constructed that under operation, service, transportation, and storage conditions described herein, the machine shall not emit materials hazardous to the ecological system as prescribed by Federal, State, or local statutes in effect at point of installation.

3.1.8 LUBRICATION

Means shall be provided to ensure adequate lubrication for all moving parts. Recirculating lubrication systems shall include a filter, which is cleanable or replaceable. Each lubricant reservoir shall have a means for determining the fluid level. All oil holes, grease fittings, and filler caps shall be readily accessible. A lubrication and operator's maintenance schedule shall be provided.

3.1.9 INTERCHANGABILITY

To provide for replacement of worn or broken components, all components shall be manufactured to precise dimensions and tolerances. Dimensions and tolerances must conform to accepted practice in the machine tool industry.

3.2 CONSTRUCTION

The machine shall be constructed of parts that are new, without defects, and free of repairs. The structure shall be capable of withstanding all forces encountered during operation of the machine to its maximum rating and capacity without permanent distortion.

3.2.1 CASTINGS AND FORGINGS

All castings and forging shall be free of defects, scale and mismatching. No processes such as welding, penning, plugging, or filling with solder or paste shall be used for reclaiming any defective part.

3.2.2 WELDING, BRAZING, OR SOLDERING

Welding, brazing, or soldering shall be employed only where specified in the original design. None of these processes shall be employed as a repair measure for any defective part.

3.2.3 FASTENING DEVICES

All screws, pins, bolts, and other fasteners shall be installed in a manner to prevent change of tightness. Fastening devices subject to removal or adjustment shall not be swaged, penned, staked, or otherwise permanently installed.

3.2.4 SURFACES

All surfaces shall be clean and free of sand, dirt, fins, spurs, flash, scale, flux, and other harmful or extraneous materials. All surfaces shall be cleaned of cosmoline and/or other preservatives used in shipping as part of the installation process at the site. All edges shall be either rounded or beveled unless sharpness is required to perform to a necessary function. Except as otherwise specified herein, the condition and finish of all surfaces shall be in accordance with the manufacturer's commercial practice.

3.2.5 PAINTING

Unless otherwise specified, the machine shall be painted in accordance with the manufacturer's commercial practice.

3.2.6 THREADS

All threaded parts used on the machine and its related attachments and accessories shall conform to FED STD-H28 and the applicable "Detailed Standard" section referenced therein.

3.2.7 DIALS

All rotating dials or handwheels, which are used to position machine axes or for tool movement, shall be graduated in increments not larger than .001 inch. Dial and handwheel diameters shall be permanently and legibly engraved or etched on a non-glare background with graduations that can be read from the operator's normal position.

3.2.8 GEARS

All gears shall be constructed of a material suitable for the intended purpose. All gears shall be machined and heat treated by a process that will impart the hardness, surface finish, and toughness that will enable the gear train to transmit full-rated torque of the drive motor without gear damage, failure, or premature deterioration and wear. All gears and pinions used in the machine or its components shall be properly selected for the intended application and fabricated to English (U.S.) standards per AGMA 390.03 and AGMA 360.02, or Metric (International) standards per applicable ISO Standards.

3.3 COMPONENTS

The machine shall include components consisting of a bed, wheelhead, workhead, tailstock, retractable internal grinding attachment, hydraulic system, coolant system, and electrical system. The machine will include all tooling and components listed in Table I, unless viable substitutions are agreed upon during the award process. Proposed substitutions shall be submitted by the offerer as part of the response to the RFP and shall be evaluated as part of the technical evaluation of the RFP.

3.3.1 BED

The bed shall be a casting of iron, ribbed and to minimize distortion and deflection. The bed shall be sufficiently rigid to maintain mutual component alignment for assuring accuracy required herein. The base shall have guideways that are proportioned to fully support the grinder components and maximum rated workpiece load throughout their full range of travel. The bed shall have a means for leveling the machine on a flat surface. Hydraulic or coolant reservoirs may be housed within the base or supplied as separate external units. Reservoirs shall be supplied with means for indicating fluid levels.

3.3.2 WORKHEAD

The workhead shall be a casting of iron designed to house and support the maximum rated workpiece, chuck, spindle assembly, and rotational drive with motor related components necessary for accomplishing all grinding operations intended. The workhead shall hold the workpiece in axial alignment parallel to the surface of the bed and shall be designed to prevent distortion of the workhead with the maximum rated workpiece due to torsional forces of the drives and dynamic loads of the grinding wheels during operation. The machine shall have stops at the limits of travel in each axis to prevent overrun.

3.3.3 WHEELHEAD

The wheelhead shall be a casting of iron designed to house and support the grinding wheel with motor related components necessary for accomplishing all external grinding operations intended. The wheelhead shall hold the grinding wheel with motor related components in axial alignment orthogonal to the surface of the bed and shall be designed to prevent distortion of the wheelhead due to torsional forces of the drives and dynamic loads of the grinding wheels during operation. The machine shall have stops at the limits of travel in each axis to prevent overrun.

3.3.4 INTERNAL GRINDING ASSEMBLY

The internal grinding assembly shall be designed to house and support the spindle assembly and internal grinding wheel with motor related components necessary for accomplishing all internal grinding operations intended. The internal grinding assembly shall hold the grinding wheel with motor related components in axial alignment orthogonal to the surface of the bed and shall be designed to prevent distortion of the internal grinding assembly due to torsional forces of the drives and dynamic loads of the grinding wheels during operation. The machine shall have stops at the limits of travel in each axis to prevent overrun.

3.3.5 COOLANT SYSTEM

The machine shall be supplied with a complete flood system with manual controlled selection of type and on/off of coolant flow. The system shall have adequate capacity for all types of grinding operations for which the machine is designed and shall have means for regulating the flow of coolant as required. All components necessary to make the system completely functional shall be furnished.

3.3.6 ELECTRIC SYSTEM

Unless otherwise specified, the electrical system shall conform to ANSI/NFPA 79. The machine shall draw all of its electrical power from a single 480-volt, 3-phase, 60-Hz circuit. The machine shall be initially wired for

operation on 480-volts. An identified terminal for grounding the machine when it is installed shall be mounted in or near the disconnect switch. The terminal shall be suitable for connecting the size grounding conductor specified in ANSI/NFPA 79 for the disconnect fuse rating.

3.3.7 SOLID STATE COMPONENTS

Solid state design shall be used throughout for electronic components.

3.3.8 MOTORS

Motors shall be rated for continuous duty and shall have ball or roller bearings of the sealed and permanently lubricated type. Unless otherwise specified, each motor enclosure shall meet the requirements for a drip-proof enclosure, and shall comply with the applicable provisions of NEMA MG-1. All motors shall be installed to facilitate maintenance and repair.

3.3.9 FEATURES, TOOLING, AND ACCESSORIES

Machine shall come equipped with the features, accessories, and tooling package specified in Table I as a minimum:

All tooling shall have storage in a steel cart or cabinet with easy access. The tooling package must be of premium quality to assure proper fits of mating tapers, grinding wheels, chucks etc. All associated hardware shall be SAE standard.

3.4 SIZES AND CAPACITIES

Unless otherwise specified, the sizes and capacities of the machine shall meet or exceed the requirements in Table I.

3.5 PERFORMANCE

The machine shall be capable of performing as specified herein. In addition, the machine shall be capable of internal and external cylindrical grinding operations to accomplish the capacities while meeting the accuracies in Table I.

3.6 REPAIR PARTS

Customary repair parts supplied by manufacturer will be supplied.

3.7 MARKING IN PLATES, CHARTS, AND DECALS

All words on plates, charts, and decals shall be in the English language only. Characters shall be engraved, etched, embossed, or stamped in boldface on a contrasting background. When these methods are not practical, the instructions shall be applied directly onto the item by environmentally protected decalcomania transfer, metal wrap-around tag, stencil, silk screen, or by any other method suitable for the use intended which shall be as permanent as the normal life expectancy of the item to which it is applied and capable of withstanding the environmental test and cleaning procedures specified for the item.

Unless otherwise specified a lubrication chart or plate shall be permanently and securely attached to the machine. If a chart is furnished, it shall be permanently sealed between clear plastic sheets, with suitable means for mounting. The chart plate shall contain the following information:

Points of lubricant application
Servicing interval
Type of lubricant
Viscosity

3.8 TECHNICAL DATA

All technical data (operating manuals, maintenance manuals, parts catalogs, prints, wiring diagrams, lubrication charts, machine alignment and accuracy test results) shall be furnished in duplicate. All technical data furnished shall be written in English language only.

3.9 WORKMANSHIP

Workmanship of the machine and accessories shall be of a quality equal to that of the manufacturer's commercial equipment of the type specified herein.

4 QUALITY ASSURANCE PROVISIONS

4.1 RESPONSIBILITY FOR PROVISION

Unless otherwise specified in the contract or purchase order, the contractor is responsible for the performance of all inspection requirements specified herein. Except as other specified in the contract or purchase order, the contractor may use his own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the government. The government reserves the right to perform any inspections set forth in the specification where such inspections are deemed necessary to assure supplies and services conform to prescribed requirements.

4.1.1 RESPONSIBILITY FOR COMPLIANCE

All items must meet all requirements of Sections 3 and 5. The inspections set forth in this specification shall become a part of the contractor's overall inspection system or quality program. The absence of any inspection requirements in the specification shall not relieve the contractor of the responsibility of assuring that all products or supplies submitted to the government for acceptance comply with all requirements of the contract. Sampling in quality conformance does not authorize submission of known defective material, either indicated or actual, nor does it commit the government to acceptance of defective material.

4.2 QUALITY CONFORMANCE INSPECTION

Quality conformance inspection shall be applied to each item prior to being offered for acceptance under the contract. Unless otherwise specified, quality conformance inspection shall consist of examination in 4.3 and the test in 4.4. Failure of the item to pass the examination, or the test, shall be cause for rejection.

The machine shall be tested to determine that it complies with the size and capacity, positioning and repeatability, and tolerance requirements of Table I.

4.3 EXAMINATION

The machine shall be visually examined with inspection covers removed to determine compliance with all requirements of this specification.

4.4 PERFORMANCE TESTS

The machine shall be checked for accuracy and repeatability. The Government reserves the right to perform such performance tests and evaluations as deemed appropriate by the Government to verify accuracy and repeatability in accordance with the specification within 90 days after final installation. Such tests and evaluations, if performed, shall be conducted within the environment that the machine is to be operated and under a fully loaded

condition. The Vendor has the right to be present during such tests and evaluations, if performed, at the Vendor's expense.

4.4.1 OPERATION TESTS

The machine shall be operated in accordance with the manufacturer's standard operating test procedure for warm-up and run-off checks. The run-off checks shall include tests of all mechanical and electrical functions of the machine and controls to determine proper functioning in each mode of operation provided. The vendor shall provide to NIST the test algorithm used by the manufacturer (as cited by the vendor) to verify compliance with the specification agreed to in the contract. NIST reserves the right to require the vendor to perform these tests after installation, at the vendor's expense, as a condition of acceptance.

4.4.2 FAILURE OF TESTING/EVALUATION

The Vendor may make reasonable repairs and adjustments to the machine should it fail any testing and evaluations in Sec. 4.4. Repairs, adjustments, or modifications of the machine shall only be made with the Government's approval. Should the machine be determined as not meeting the criteria of the specification, it shall be removed at the Vendor's expense and the contract shall be terminated.

5. PACKAGING

5.1 PRESERVATION, PACKING, AND MARKING

Unless otherwise specified, preservation, packing, and marking shall be in accordance with ASTM D 3951.

6 TRAINING

The Contractor shall provide one week, 40 hours, of Training at NIST Gaithersburg, MD, for (2) people. The training will include instructions on:

1. Installation and maintenance of machine.
2. Operation of the machine, all accessories and tooling provided.

7 INSTALLATION

The National Institute of Standards and Technology will supply electrical power and air to the manufacturer's specified location on the machine. All transportation, rigging, and setup are the sole responsibility of the Contractor. The machine shall be delivered and installed at the National Institute of Standards and Technology, Gaithersburg, MD, Building 245, Room C06.

8 WARRANTY

The warranty period shall commence only after the machine has passed the performance tests and evaluations set forth in Sec. 4 and the machine has been accepted by the Government. The entire machine, including all mechanical, electrical, electronic, optical, components, and tooling shall be warranted for a minimum period of 365 days after final acceptance of the machine. All parts, labor, travel, expenses, etc., to repair any machine equipment will be provided by the manufacturer at no cost to the U.S. Government. The warranty will be extended one (1) year, if necessary, to resolve any equipment problems discovered during the initial warranty period or until such problems are resolved to the satisfaction of the Government, whichever is longer.

TABLE 1
SIZE AND CAPACITIES, TOOLING AND COMPONENTS
(MINIMUM)

Technical Data

Distance between centers	680 mm (26.7")
Height of centers	150 mm (5.90")
Grinding length	620 mm (24.4")
Travel of X-axis	45 mm (1.77")
Rapid approach X-axis, automatically	40 mm (1.57")
Maximum roughing infeed X-axis, automatically	1.2 mm (.047") dia.
Maximum finishing infeed X-axis, automatically	0.15 mm (.006") dia.
Travel of Z-axis	620 mm (24.4")
Maximum travel speed of Z axis	5000 mm / min. (196.9" / min.)
Maximum swivel range of table	+ 8 / - 8°
Wheel size, left	350 x 50 mm (13.7" x 1.97")
Wheel size, right	250 x 25 mm (9.84" x .98")
Grinding wheel peripheral speed	35 m / s (7000 S.F.P.M.)
Maximum workpiece weight between centers	80 kg (180 lbs.)
Maximum live grinding load	50 Nm (70 lbs / ft)

Standard Equipment

- Hydraulic power unit
- Readout or screen switchable inch/metric
- Hand-operated or automatic central lubrication system
- Wheelhead with wheel guard

Bearing	Hydrodynamic
Drive motor power	3 kW Min.
Swivel range	+ 90° / - 45°
- Workhead with live or dead spindle

Bearing	Roller bearing
Spindle taper	MT 5

- | | |
|---|-----------------------------|
| Swivel range | + 30° / - 45° |
| Speed range | 65 – 500 RPM |
| Working accuracy on live spindle grinding | 0.0005 mm (0.000020") (R-r) |
- Tailstock

Bearing	Slide bearing
Spindle taper	MT 3
Barrel travel	20 mm (.787")
 - Wheel dressing device (without diamond)
 - Main control lever to activate all machine functions
 - Dual infeed for plunge grind cycle
 - Push-button automatic cycle control
 - Adjustment device for upper part of table to grind tapered components
 - Mechanical retraction limitation for use with ID unit
 - One splash guard for working area, complete
 - Four flexible coolant nozzles
 - Three wheelspindle motor belt pulleys (one fitted)
 - One wheel flange extractor
 - One wheel balancing arbor
 - One connection equipment for internal grinding attachment
 - One connection equipment for machine light, including switch
 - Three leveling pads
 - One set of spanners and wrenches
 - Two sets of manuals

Electrical

Connecting voltage:	480 + / - 10%, 3 phase, 60 cycle
Control voltage:	220 VAC, 24 VDC

Wheelhead

Four grinding wheel flanges, including three balancing weights.

Wheel diameter	up to 350 / 400 mm (13.78" / 15.75")
Bore diameter	127 mm (5")
Wheel width	20 - 50 mm (.787" - 1.97")
Flange diameter	176 mm (6.93")

Internal Grinding Attachment

Internal grinding attachment, swing down type, with variable speed control for belt driven internal grinding spindles cited below. Driven by a vibrationless AC motor. Including two release stops for table slide, coolant supply and manually operated grinding wheel guard.

Internal grinding spindle, grease or oil mist lubricated, 12,000 rpm, diameter 80 mm (3.15"), length 300 mm (11.81") for the grinding of bore diameters from 19 - 90 mm (.75" - 3.54") including pulley, control key and drive belt.

Internal grinding spindle, oil mist lubricated, 33,000 rpm, diameter 50 mm (1.97"), length 300 mm (11.81") for the grinding of bore diameters from 8 - 40 mm (.31" - 1.57") including pulley, control key and drive belt.

Sets of accessories for each internal grinding spindle, each set consisting of 8 internal grinding arbors for spindles, 1 collet adapter, 2 collets for diameter 3 and 6 mm.

Set of 27 ID grinding wheels, range from 3-35 mm diameter

.

Oil mist unit for belt driven internal grinding spindles.

Reduction sleeve 80 / 50.

Intermediate plate, modified and extended cross-slide, extended rack and pinion attachment and special rear splash guard for ID attachment to be used on machines with 350 mm (13.78") wheels.

Workhead

Two standard carbide tipped male centers.

Shank

MT 5

Total length	198 mm (7.80")
Carbide insert	Ø 18 mm / 60°
Concentricity	MT 5 / carbide tip 5 microns
Roundness	1 micron

Manual quick clamping collet attachment for spindle nose with MT 5 spindle. With drawbar and reduction sleeve MT 5 / 5C.

Set of 16 drivers (dogs) for workpieces up to 72 MM (2.83") in diameter.

Chucks:

- 4", 6-jaw universal chuck with solid jaws.
- MT 5 spindle adapter for above chuck.
- 8", 3-jaw universal chuck with solid jaws.
- MT 5 spindle adapter for above chuck.
- 8", 4-jaw universal chuck with reversible top jaws.
- MT 5 spindle adapter for above chuck.
- Magnetic chuck, diameter 200 mm (7.87") with adapter flange MT 5, with drawbar and retaining holder for flange MT 5 on spindle nose. With sickle spanner.

Tailstock

Fine taper attachment for tailstock with 20 mm / 120 mm (.787" / 4.72") quill.

Adjustment range max. ± 0.02 mm / Ø.

Two standard carbide tipped half centers.

Shank	MT 3
Total length	125 mm (4.92")

Carbide insert	Ø 15 mm / 60°
Concentricity	MT 3 / carbide tip 5 microns
Roundness	1 micron

Table Adjustments

Wheelhead adjustment lever for manual coarse adjustment of the wheelhead on its slide.

Indicator attachment for taper adjustment of the upper table, including metric/inch indicator(s).

Release stop with dial indicator(s) in metric/inch for table slide.

Dresser

Angle dressing attachment to dress any angle from the table. Without diamond and base.

Swiveling capacity	360°
Dressing distance	40mm (1.57")
Diamond holder	M 6

Radius dressing attachment to dress convex and concave radii up to 15 mm (.590") from the table. Without diamond and base.

Regulating range	15 mm (.590")
Diamond holder	M 6

Swing-back dresser for dressing of grinding wheels from the table. With micrometer adjustment, without diamond and base.

Quill	20 mm (.787")
Tool shank taper	MT 1
Scale graduation	0.01 mm

Three bases for table mounted manual dressing devices, for center height 150 mm(5.90").

Single point diamond, MT 1, to dress grinding wheel, for swing-back dresser.

Single point diamond with M6 thread, for the radius or angle dresser.

Digital Readout

Numerical 2 axis digital display, consisting of:

- Display unit
- Linear Transducer, 220 mm (8.66") for wheelhead axis (X-axis), resolution 0.5 microns
- Linear Transducer, 720 mm (28.35") for table axis (Z-axis), resolution 0.5 microns.

Coolant System and Work Area

Universal coolant system with automatic filter.

Clean coolant tank:	35 gallons
Flow capacity:	8 GPM
Coolant pump:	1/8 HP
Overall length:	51"
Overall width:	24"

Chip and splash shield

Optimum accessibility to the work area for easy chip removal and cleaning.

Worklight(s)

The work area shall have worklight(s) to illuminate the entire cutting zone designed to withstand the machining environment.

SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERERS--COMMERCIAL ITEMS(AUG 1998)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) 'Remit to' address, if different than mailing address
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-- GSA Federal Supply Service Specifications Section Suite 8100, 470 L'Enfant Plaza, SW Washington, DC 20407 Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the: Department of Defense Single Stock Point (DoDSSP) Building 4, Section D, 700 Robbins Avenue Philadelphia, PA 19111-5094 Telephone (215) 697-2667/2179 Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis. (ii) Order forms, pricing information, and customer support information may be obtained--

- (A) By telephone at (215) 697-2667/2179; or
- (B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation 'DUNS' followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

E.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Selection will be conducted using FAR Part 13, Simplified Acquisition Procedures, Subpart 13.106-2, Evaluation of Quotations or Offers. The following factors shall be used to evaluate offers:

1. Technical Capability

- A. Technical ability in meeting the Specifications
- B. Technical ability to exceed the values set forth in the Specifications, "Table I, Size and Capacities, Tooling and Components (Minimum)".

2. Past Performance and Experience (see FAR 15.304). Offerors shall provide evidence of relevant experience during the past three years for the following two subfactors:

- A. Vendor Specific, indicating general corporate experience and past performance
- B. Product Specific, indicating experience and past performance with this or comparable machinery

3. Price

Technical Capability and Past Performance are of equal value, and each is more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

E.3 52.212-3 Offeror Representations and Certifications--Commercial Items.

As prescribed in 12.301(b)(2), insert the following provision:
Offeror Representations and Certifications--Commercial Items (Feb 1999)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

____ TIN: _____.

____ TIN has been applied for.

____ TIN is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

____ Offeror is an agency or instrumentality of a foreign government;

____ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

____ Sole proprietorship;

____ Partnership;

____ Corporate entity (not tax-exempt);

____ Corporate entity (tax-exempt);

____ Government entity (Federal, State, or local);

____ Foreign government;

____ International organization per 26 CFR 1.6049-4;

____ Other _____.

(5) *Common parent.*

____ Offeror is not owned or controlled by a common parent

____ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ____ is, ____ is not a small business concern.

(2) *Small disadvantaged business concern.* The offeror represents, for general statistical purposes, that it ____ is, ____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *Women-owned small business concern.* The offeror represents that it ____ is, ____ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern.* The offeror represents that it ____ is, ____ is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ____ is, ____ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51 - 100	___ \$1,000,001 - \$2 million
___ 101 - 250	___ \$2,000,001 - \$3.5 million
___ 251 - 500	___ \$3,500,001 - \$5 million
___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) *General.* The offeror represents that either--

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ___ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) *Certifications and representations required to implement provisions of Executive Order 11246--*(1) Previous contracts and compliance. The offeror represents that--

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ____ has developed and has on file, ____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Trade Agreements--Balance of Payments Program Certificate.* (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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_____	_____
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(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.
(g)(1) *Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program* (Applies only if FAR clause 52.225-21, *Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program*, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.
(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.
(2) *Alternate I*. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:
(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end

products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

[Insert line item numbers]

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ____ are, ____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ____ Have, ____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ____ are, ____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

I, the undersigned, am the officer or employee responsible for the preparation of this offer. I certify, to the best of my knowledge and belief, that either--

____ I have no information, or

____ I have disclosed information to the Contracting Officer concerning a violation or possible violation of subsection (a), (b), (d) or (f) of 41 U.S.C. 423, Procurement Integrity, or its implementing regulations that may have occurred during the conduct of this procurement.

[Signature of the officer or employee responsible for the offer and date]

(End of provision)

Alternate I (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(8) to the basic provision:

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) *[The offeror shall check the category in which its ownership falls]:*

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China,

Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

Alternate II (Oct 1998). As prescribed in 12.301(b)(2), add the following paragraph (c)(7)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address ____ is, ____ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Alternate III (Jan 1999). As prescribed in 12.301(b)(2), add the following paragraph (c)(9) to the basic provision:

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(End of provision)

E.4 DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST PROCEDURES (APR 1999)

This clause is incorporated by reference, and may be accessed at the web site www.nist.gov/admin/od/contract/agency.htm.